

20021018000513210 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
10/18/2002 15:37:00 FILED/CERTIFIED

STATE OF ALABAMA

COUNTY OF SHELBY

THIS MORTGAGE MODIFICATION AGREEMENT IS RE-RECORDED TO ADD THE FOLLOWING RECORDING INFORMATION OF THE MORTGAGE WHICH HAS BEEN MODIFIED BY THIS MORTGAGE MODIFICATION AGREEMENT. SAID MORTGAGE WAS RECORDED AS INSTRUMENT #2002-10994 and RE-RECORDED AS INSTRUMENT #20031211000799680.

NOTE TO PROBATE COURT: This Amendment amends that certain Mortgage dated February 25, 2002 previously recorded in the Office of the Judge of Probate of Shelby County to LOWER THE LOAN AMOUNT FROM 100,000 TO 40,000.00 AND TO CHANGE THE MATURITY DATE FROM FEBRUARY 1, 2018 TO AUGUST 1, 2017.

Mortgage Modification Agreement

20040105000005110 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
01/05/2004 09:33:00 FILED/CERTIFIED

This Agreement is by and between National Bank of Commerce of Birmingham ("Bank") and Martin Del Vines, an unmarried person ("Borrowers").

WHEREAS, Borrowers are currently indebted to Bank pursuant to a certain loan in the principal amount \$100,000 (the "Loan"), as evidenced by a certain Adjustable Rate Note (the "Note") dated February 25, 2002. The terms of the loan are further set forth and evidenced in that certain Construction /Permanent Loan Agreement dated February 25, 2002.

WHEREAS, the Loan is secured by a certain Mortgage dated February 25, 2002 executed by Borrowers in favor of Bank and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage").

WHEREAS, concurrently herewith, Borrowers have requested the Bank amend the Conversion Date of the Note and Mortgage from February 1, 2003 to August 1, 2002.

WHEREAS, Bank is willing to so amend the Conversion Date, on the condition, among others, that Borrowers enter into this Agreement to amend and modify the Mortgage.

NOW, THEREFORE, for and in consideration of the foregoing premises, Borrowers and Bank agree as follows:

1. The Mortgage is hereby modified and amended as follows:
 - (a.) the loan amount of "100,000" is hereby deleted and the loan amount "40,000" is hereby substituted therefore.
 - (b.) The maturity date of February 1, 2018 is hereby deleted and the date August 1, 2017 is hereby substituted therefore.

2. Except as modified herein or in the Note, all of the terms and conditions of the Mortgage, Loan Agreement, the Note and of any and all other instrument executed in connection with the Loan shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to constitute a negation of the terms of the Mortgage nor impair any liens granted to Bank thereunder, nor affect any of the rights, powers or remedies of Bank under the Mortgage, nor constitute a waiver of any provision thereof.

IN WITNESS WHEREOF, parties hereto have caused this instrument to be executed effective this 4th day of April 2002.

ATTEST:

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

By: [Signature]
Laurie W. Trimm
Its Vice President

20040105000005110 Pg 2/2 15.00
Shelby Cnty Judge of Probate,AL
01/05/2004 09:33:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Laurie W. Trimm, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntary for and as the act of said corporation.

Given under my hand and official seal, this 4th day April, 2002.

[Signature]
Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug. 18, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

X Martin Del Vines
MARTIN DEL VINES

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARTIN DEL VINES, AN UNMARRIED PERSON whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 13TH DAY OF AUGUST, 2002.

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

This Instrument Was Prepared By: